

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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LAW OFFICE OF JILLIAN T. WEISS, P.C.,
a New York corporation

Plaintiff,

v.

SOCIETE GENERALE, a French banking
corporation, and SOCIETE GENERALE
AMERICAS, INC., a Delaware corporation,

COMPLAINT

No. 22-cv-3755

Defendants.

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Plaintiff, Law Office of Jillian T. Weiss, P.C., by its attorney, Jillian T. Weiss, complains of
Defendants Société Generale (“SG”) and Société Generale Americas, Inc., (“SGA”) as follows:

PRELIMINARY STATEMENT

1. Plaintiff Law Office of Jillian T. Weiss, P.C. was wired money by a client from Defendants on May 31, 2022 to Plaintiff at Plaintiff’s bank, Chase (the “Wire Transfer”). As of the date of filing, no money has been received by Plaintiff or Plaintiff’s bank. SG and SGA have not responded to communications regarding the failure to receive the funds.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 632 (this action arising out of transactions involving international and foreign banking).
3. Venue is proper in the Eastern District of New York pursuant to 28 U.S.C. § 1391(c) and (d) because Defendant SG and SGA maintain offices in the Eastern District of New York and

Defendants have sufficient contacts with the Eastern District of New York to subject them to personal jurisdiction here.

PARTIES

4. The Plaintiff, Law Office of Jillian T. Weiss, P.C., is a corporation organized under the laws of the State of New York, with offices in Kings County, New York.
5. Defendant SG is a multinational banking and financial services company incorporated under the laws of France that regularly does business, *inter alia*, within the City of New York and Kings County.
6. Defendant SGA is a multinational banking and financial services company incorporated under the laws of Delaware that regularly does business, *inter alia*, within the City of New York and Kings County.

FACTS

7. Plaintiff Law Office of Jillian T. Weiss, P.C. was sent funds by a client via wire transfer from SG in France on May 31, 2022 (the “Funds”), to Plaintiff’s New York bank, Chase.
8. Defendants acknowledged in writing the sending of the wire transfer with the Funds.
9. Defendants acknowledged in writing that the correct account number and SWIFT codes were used for the wire transfer of the Funds.
10. Defendants acknowledged to Plaintiff’s client, an account holder of Defendants, that the wire transfer of the Funds was initiated by them on May 31, 2022.
11. Plaintiff’s bank has stated to Plaintiff that it has received no indication that any wire transfer is pending from Defendants.

12. Plaintiff and Plaintiff's client have communicated with Defendants to ascertain where the Funds are and how they can be retrieved.
13. Defendants have failed to provide any information regarding the Funds.

**FIRST CAUSE OF ACTION: BREACH OF CONTRACT
AFFECTING THIRD-PARTY BENEFICIARY**

11. Plaintiff alleges and incorporates by reference the allegations contained in all preceding paragraphs.
12. Plaintiff's client, a customer of Defendants, requested on May 31, 2022 that they initiate and otherwise process a wire transfer of the Funds to Plaintiff at Plaintiff's bank in New York.
13. Defendants failed to initiate and otherwise process a wire transfer of the Funds initiated by Plaintiff's client to Plaintiff on May 31, 2022 to Plaintiff's bank in New York.
14. This failure to initiate and otherwise process the Wire Transfer was in breach of Defendants' agreement with Plaintiff's client.
15. Plaintiff is a third-party beneficiary of the Wire Transfer and the agreement between Plaintiff's client and Defendants regarding same.
16. Defendants were aware that Plaintiff is a third-party beneficiary of the Wire Transfer and the agreement between Plaintiff's client and Defendants regarding same.
17. Defendants' failure to initiate and otherwise process the Wire Transfer operated to the detriment of Plaintiff, and Defendants are aware of that detriment to Plaintiff.
18. By their failure to initial and otherwise process the Wire Transfer, Defendants' have breached their contract with Plaintiff's client, to which Plaintiff is a third-party beneficiary.

19. Defendants are liable to Plaintiff for the amount of the Wire Transfer and any additional fees and costs suffered by Plaintiff as a result of Defendants' actions and omissions, as well as reasonable attorney's fees and costs, and any other relief that the Court may deem appropriate.

SECOND CAUSE OF ACTION: CONVERSION

20. Plaintiff alleges and incorporates by reference the allegations contained in all preceding paragraphs.
21. Defendants received the Funds intended to belong to Plaintiff, and they were aware it was to be provided to Plaintiff.
22. Defendants have not provided the Funds to Plaintiff, but have converted same to their own use.

THIRD CAUSE OF ACTION: BAILMENT

23. Plaintiff alleges and incorporates by reference the allegations contained in all preceding paragraphs.
24. Defendants were entrusted as the bailee of the Funds intended to belong to Plaintiff, and they were aware it was to be held for and provided to Plaintiff.
25. Defendants have breached their duty as bailees, and have not provided the Funds to Plaintiff, but have converted same to their own use.

FOURTH CAUSE OF ACTION: DISGORGEMENT OF PROFITS

26. Plaintiff alleges and incorporates by reference the allegations contained in all preceding paragraphs.

27. Defendants received the Funds intended to belong to Plaintiff, and they were aware it was to be provided to Plaintiff.
28. Defendants have not provided the Funds to Plaintiff, but converted same to their own use.
29. Defendants earned interest and other profits from the improper retention of Plaintiff's Funds, which should be disgorged to Plaintiff so as not to reward Defendants' wrongdoing.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for the following relief:

- a. The amount of the Wire transfer, attorney's fees, costs and interest;
- b. An additional and equal amount as punitive damages.
- c. Any and all other relief to which this Court finds Plaintiff is entitled.

June 27, 2022

/s/ Jillian T. Weiss

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